

1 Dean N. Kawamoto (SBN 232032)
2 KELLER ROHRBACK L.L.P.
3 1201 Third Avenue, Suite 3200
4 Seattle, WA 98101-3052
(206) 623-1900, Fax (206) 623-3384
dkawamoto@kellerrohrback.com

5 *Counsel for Government Entities*

6 *Additional counsel listed on signature page*

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 **IN RE: SOCIAL MEDIA ADOLESCENT**
12 **ADDICTION/PERSONAL INJURY**
13 **PRODUCTS LIABILITY LITIGATION**

14 **THIS DOCUMENT RELATES TO:**

15 *School District No. 24J, Marion County,*
16 *Oregon v. Meta Platforms, Inc. et al., Case No.*
17 *4:23-cv-01830*

MDL No. 3047

Case No. 4:22-md-03047-YGR-TSH

Honorable Yvonne Gonzalez Rogers

STIPULATION OF DISMISSAL
WITHOUT PREJUDICE AND
TOLLING OF CLAIMS REGARDING
ALPHABET, INC. AND XXVI
HOLDINGS, INC.

1 This Stipulated Dismissal and Tolling Agreement (“Agreement”) is entered into this fourth
 2 day of October 2023 by and between Plaintiff and Alphabet, Inc. and XXVI Holdings, Inc.
 3 (collectively, “Alphabet and XXVI Holdings”) by and through their undersigned counsel:

4 **I. RECITALS**

5 **WHEREAS**, Plaintiffs contend that they possess certain claims and legal causes of action
 6 under state and federal law against Alphabet and XXVI Holdings related to the marketing, design,
 7 promotion, and operation of YouTube LLC’s video-sharing platform;

8 **WHEREAS**, Alphabet and XXVI Holdings contend that they are holding companies that
 9 do not have business operations of their own; and

10 **WHEREAS**, statutes of limitation and statutes of repose may apply to the aforementioned
 11 claims against Alphabet and XXVI Holdings.

12 **II. TERMS AND CONDITIONS OF STIPULATION**

13 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth
 14 herein constituting good and valuable consideration, the receipt of which is hereby acknowledged,
 15 the parties do hereby agree as follows:

- 16 1. Agreement to dismiss. Plaintiff agrees to dismiss without prejudice Alphabet and XXVI
 17 Holdings from this case.
- 18 2. Agreement regarding documents. Alphabet and XXVI Holdings agree that they will not
 19 object to preserving and/or producing relevant documents that are uniquely in their
 20 possession, custody, or control (and not also in the possession, custody, or control of
 21 Google LLC or YouTube LLC) that are requested in discovery by Plaintiff solely on the
 22 basis that they are in Alphabet’s or XXVI Holdings’ possession. Alphabet and XXVI
 23 Holdings reserve the right to assert objections on any other grounds.
- 24 3. Tolling Agreement. While this Agreement is in effect, any statutes of limitation, statutes
 25 of repose, equitable defense related thereto (including without limitation laches), statutory
 26 or contractual limitations or provisions containing time, notice, or action requirements or
 27 periods, and/or any other argument or defense based on delay or passage of time (“Time-
 28 Based Defense”), shall be tolled as to claims that Plaintiff asserted against Alphabet and

XXVI Holdings in the complaint, and Alphabet and XXVI Holdings shall not plead, assert, or otherwise seek to benefit from any Time-Based Defense, except Alphabet and XXVI Holdings maintain their ability to plead, assert, or otherwise raise any Time-Based Defense that existed as of the effective date of this dismissal.

4. Consideration. The dismissal and the tolling as set forth in this Agreement, in and of themselves, constitute good and adequate consideration for the execution, delivery, and enforceability of this Agreement. The parties agree that the provisions of this Agreement are reasonable in light of the circumstances, and this Agreement serves the mutual interest of the parties.
5. Agreement not an admission. Neither the execution of this Agreement, nor the agreement to any of its terms, constitutes an admission of liability by any party.
6. Amendments. This Agreement comprises the entire Agreement of the parties with respect to the tolling of any time periods and applies only to Alphabet and XXVI Holdings. This Agreement may be modified, amended, or supplemented only by the written instrument signed by the parties.
7. Termination. If Plaintiff fails to dismiss Alphabet and XXVI Holdings from this case within 30 days of entry of this Agreement, this Agreement and any tolling shall immediately and automatically be terminated with regard to Plaintiff, and Alphabet and XXVI Holdings shall have no further obligations under this Agreement as to Plaintiff.

IT IS HEREBY STIPULATED AND AGREED TO BY AND BETWEEN

On behalf of Plaintiff:

Dated: October 4, 2023

KELLER ROHRBACK L.L.P.

By /s/ Dean Kawamoto

Dean N. Kawamoto (SBN 232032)

1201 Third Avenue, Suite 3200

Seattle, WA 98101

Telephone: 206.623.1900

Facsimile: 206.623.3384

1 Email: dkawamoto@kellerrohrback.com

2 Yoona Park (*pro hac vice*)

3 KELLER ROHRBACK L.L.P.

4 601 SW Second Avenue

5 Suite 1900

6 Portland, OR 97204

7 Telephone: 206.623.1900

8 Facsimile: 206.623.3384

9 Email: ypark@kellerrohrback.com

10 kmueller@kellerrohrback.com

11 *Attorneys for Plaintiff School District No. 24J, Marion*
12 *County, Oregon*

1 *On behalf of Alphabet, Inc. and XXVI Holdings, Inc.:*

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3 DATED: October 4, 2023

4 **WILLIAMS & CONNOLLY LLP**

5 By: /s/ Ashley W. Hardin
6 Ashley W. Hardin

7 WILLIAMS & CONNOLLY LLP
8 JOSEPH G. PETROSINELLI, *pro hac vice*
9 jpetrosinelli@wc.com
10 ASHLEY W. HARDIN, *pro hac vice*
11 ahardin@wc.com
12 ANNE E. SHOWALTER, *pro hac vice*
13 ashowalter@wc.com
14 LYDIA A. WEIANT, *pro hac vice*
15 lweiانت@wc.com
16 680 Maine Avenue, SW
17 Washington, DC 20024
18 Tel.: 202-434-5000
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ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)

I, Dean Kawamoto, attest that concurrence in the filing of this document has been obtained from the other signatory. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of October, 2023.

/s/ Dean Kawamoto

Dean Kawamoto